

[DO NOT PUBLISH]

In the
United States Court of Appeals
For the Eleventh Circuit

No. 22-13288

THE DOUGLAS STEWART COMPANY, INC.,

Plaintiff-Appellant,

versus

HIQO SOLUTIONS, INC.,

Defendant-Appellee.

Appeal from the United States District Court
for the Southern District of Georgia
D.C. Docket No. 4:20-cv-00101-WTM-CLR

Before WILSON, JILL PRYOR, and BRASHER, Circuit Judges.

PER CURIAM:

Plaintiff-Appellant The Douglas Stewart Company, Inc. (“DSC”) sued Defendant-Appellee HiQo Solutions, Inc. (“HiQo”) for breach of contract under Georgia law, alleging that HiQo failed to provide DSC with an “improved and functional” e-commerce website in compliance with the parties’ Master Services Agreement (“MSA”). D.E. 1 at 11. Following cross-motions for summary judgment, the district court ruled in HiQo’s favor. Interpreting the MSA, the court concluded as a matter of law that “HiQo never agreed to provide a fully functional website by a specific date, and in fact expressly disclaimed such an obligation.” D.E. 109 at 33. DSC timely appealed.

After reviewing the parties’ briefs, and with the benefit of oral argument, we agree with the district court that DSC failed to demonstrate a genuine issue of material fact regarding whether HiQo breached its obligations under the MSA. We thus affirm based on the district court’s well-reasoned order.

AFFIRMED.